



## **RESOLUTION**

---

AUTHORIZING THE DIRECTOR OF THE CITY AND COUNTY OF HONOLULU DEPARTMENT OF TRANSPORTATION SERVICES ("DTS") OR THE DIRECTOR'S DESIGNEE TO ACCEPT AND EXPEND FUNDS FROM THE HAWAII STATE DEPARTMENT OF HEALTH ("DOH") FOR COMPLETE STREETS STAFF TRAINING.

WHEREAS, Chapter 1, Article 8, Section 8.2, Revised Ordinances of Honolulu ("ROH") 1990, as amended, requires each department to submit an annual report to the City Council of the City and County of Honolulu ("Council") by September 30 detailing all agreements placing obligations upon the department that were entered into or utilized during the previous fiscal year; and

WHEREAS, the Executive Capital and Operating Budgets enacted annually allow City agencies to accept and expend limited purpose monies, which include appropriations or grants from the federal or State government to the City, subject to approval by the Council; and

WHEREAS, the Deputy Director of the Department of Transportation Services ("DTS") and the Chief of the State Department of Health's ("DOH") Chronic Disease Prevention and Health Promotion Division entered into a Memorandum of Agreement, dated April 15, 2019 and attached hereto as Exhibit "A", pursuant to which DOH agreed to provide the amount of \$45,000 to DTS for training and capacity building to implement Complete Streets principles and design elements (the "MOA"); and

WHEREAS, in accordance with the MOA, DTS has received, but has not yet expended, the \$45,000 sum from DOH; and

WHEREAS, the funds provided under the MOA are limited purpose monies which must be approved by Council before they may be expended by DTS; and

WHEREAS, in furtherance of the City's Complete Streets program, DTS desires to promote opportunities for staff training to implement Complete Streets principles and to include Complete Streets design elements into City planning, projects, and programs; and

WHEREAS, DTS has incurred certain expenses, and intends to incur additional expenses, to provide such Complete Streets staff training that would be eligible for reimbursement from the State funds provided under the MOA; now, therefore,



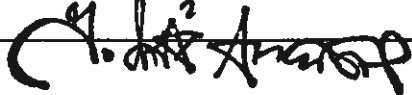
## RESOLUTION

BE IT RESOLVED by the Council of the City and County of Honolulu that it hereby authorizes and approves the acceptance and expenditure of funds from DOH in the amount of \$45,000 for Complete Streets staff training and capacity building in accordance with the MOA; and

BE IT FURTHER RESOLVED that the DTS Director or the Director's designee is authorized to accept and expend such funds, and that DTS' receipt of said funds is hereby ratified; and

BE IT FINALLY RESOLVED by the Council of the City and County of Honolulu that a copy of this resolution be transmitted to the Director of the DTS and the Director of the Department of Budget and Fiscal Services.

INTRODUCED BY:

 (br)

DATE OF INTRODUCTION:

MAY 11 2020

Honolulu, Hawaii

Councilmembers

EXHIBIT A

STATE OF HAWAII  
DEPARTMENT OF HEALTH  
MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (hereinafter "MOA"), executed on the respective date of the signatures of the parties shown hereafter, is effective as of April 15, 2019, between the DEPARTMENT OF HEALTH, Chronic Disease Prevention and Health Promotion Division, STATE OF HAWAII (hereinafter "STATE"), by its Lola H. Irvin, (hereinafter "CHIEF"), and City and County of Honolulu Department of Transportation Services, (hereinafter "CONTRACTOR"), a Government Entity, under the laws of the State of Hawaii, whose business address and taxpayer identification numbers are as follows: 650 South King Street 3rd Floor, Honolulu, Hawaii, 96813; Federal Tax ID # 99-6001257; State Tax ID # N/A.

**RECITALS**

A. The STATE is in need of the goods or services, or both, described in this MOA and its attachments. The CONTRACTOR is agreeable to providing the goods and services.

B. This MOA is for (check one box):

- ☐ (1) an emergency procurement of goods and services;  
☐ (2) a small purchase procurement of goods and services; or  
☒ (3) a procurement expenditure of public funds for goods and

services that is expressly exempt from public bidding by section 103D-102(b), HRS.

C. Money is available to fund this MOA in the following amounts:

- (1) State \$45,000.00 ☒ general or ☒ special  
(2) Federal \$ N/A

NOW, THEREFORE, in consideration of the promises contained in this MOA, the STATE and the CONTRACTOR agree as follows:

1. Scope of Services. The CONTRACTOR shall, in a proper and satisfactory manner as determined by the STATE, provide all the goods and services set forth in Attachment 1, which is hereby made a part of this MOA.

2. Time of Performance. The performance required of the CONTRACTOR under this MOA shall be completed in accordance with the Time Schedule set forth in Attachment 2, which is hereby made a part of this MOA.

3. Compensation. The CONTRACTOR shall be compensated in accordance with the Compensation and Payment Schedule set forth in Attachment 3, which is hereby made a part of this MOA.

4. Other Terms and Conditions. Any other applicable terms and conditions set forth in Attachment 4, if attached, is hereby made a part of this MOA.

IN VIEW OF THE ABOVE, the parties execute this MOA by their signatures, on the dates below, to be effective as of the date first above written.

STATE

By Lola H. Irvine  
Print Name Administrator, CDPH  
Title Lola H. Irvine  
Date 4-22-2019

CONTRACTOR

By [Signature]  
Print Name JOHN Y. NAKHILI  
Title DEPUTY DIRECTOR, DTS  
Date 4/12/19

## SCOPE OF SERVICES

**Project:** Complete Streets training and capacity building for City and County of Honolulu Department of Transportation Services Staff (hereinafter "COUNTY STAFF") involved in implementing Complete Streets policy and projects. Complete Streets is defined as streets that are designed and operated to enable safe access for all users, including pedestrians, bicyclists, motorists and transit riders of all ages and abilities.

**Description:** The STATE shall provide funding to the CONTRACTOR for the purpose of capacity building through training opportunities for COUNTY STAFF to implement Complete Streets principles and include design elements into planning, projects and programs.

As part of this agreement:

1. The CONTRACTOR shall provide monthly updates, in writing, on budget and workplan details to be approved by the STATE before funds are expended.
2. The CONTRACTOR may send COUNTY STAFF to specific training events where they will learn how to design and implement Complete Streets, to see completed projects and to meet and train with experts involved in the implementation of projects.
3. The CONTRACTOR may also bring experts to Hawaii to lead training exercises and provide recommendations for specific projects and locations.
4. The CONTRACTOR shall use Special Funds, as allowable by Supplemental Nutrition Assistance Program Education (SNAP Ed) guidance, to provide COUNTY STAFF capacity building opportunities, that shall be mutually agreed to by the CONTRACTOR and STATE.

5. The CONTRACTOR may also use funds for other COUNTY STAFF capacity building opportunities that shall be mutually agreed to by the CONTRACTOR and STATE.
6. The CONTRACTOR agrees to participate in evaluation activities which may include and are not limited to: evaluation forms or surveys, and a phone call follow-up survey.
7. The CONTRACTOR will submit documentation of work completed including; individual participant training reports, participation numbers, trainer or consultant reports, and other documentation as attachments such as, but not limited to, agendas, sign in sheets, training presentations, and work plans that will show proof of work.

The result will be more capable COUNTY STAFF with the understanding and skills to carry out the requirements of state and local Complete Streets policies and provide internal training opportunities. COUNTY STAFF will better understand the impact of their work on low-income communities with transportation inequities and high health disparities. Trained staff will become the trainers of other CONTRACTOR staff as well as staff in other agencies and counties. The capacity building events will allow the CONTRACTOR to institutionalize internal capacity and sustainability in its Complete Streets implementation efforts.

**Attachment 2**

**TIME OF PERFORMANCE**

1. The CONTRACTOR shall provide the services required under this MOA from April 15, 2019 to and including May 31, 2020, unless this Agreement is extended or sooner terminated. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other party.

**Attachment 3**

**COMPENSATION AND PAYMENT SCHEDULE**

In full consideration for the services performed by the CONTRACTOR under this MOA, the STATE agrees, subject to allotments to be made by the Director of Finance, State of Hawaii, pursuant to Chapter 37, Hawaii Revised Statutes, and subject to the availability of General and Special funds, to pay to the CONTRACTOR a total sum of money not to exceed FORTY-FIVE THOUSAND AND NO/100 DOLLARS (\$45,000.00), in accordance with and subject to the following:

- a. Payment shall be made on a quarterly basis upon submission by the CONTRACTOR of an invoice for the services to be provided in accordance with Attachment 1, "Scope of Services". The CONTRACTOR shall indicate on the invoice the source of funds being billed according to the Budget, attached hereto as Exhibit "A".
- b. The CONTRACTOR shall submit to the STATE a final report providing an update and listing of trainings and numbers trained at the end of the project. The level of detail required on the final report shall be mutually agreed to by the CONTRACTOR and STATE.
- c. Completion of this Agreement shall include submission and acceptance of a final report by the CONTRACTOR to the STATE, and resolution of all discrepancies in expenditures or performance of services.
- d. In the event there is, or are, no General or Special funds available, to provide or complete the goods and/or services agreed to, the STATE and CONTRACTOR agree that the CONTRACTOR is no longer obligated to provide or complete any goods and/or services as described in the MOA.



**OTHER TERMS AND CONDITIONS**

1. The CONTRACTOR may subcontract any portion of the services to be provided to the STATE in accordance with established procurement statutes, administrative rules, policies and procedures that govern the CONTRACTOR's subcontracting practices, and any other applicable laws. Any subcontracting under this Agreement shall be reported in writing to the STATE.
2. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Agreement shall be made by written amendment to this Agreement, signed by the STATE and the CONTRACTOR.
3. The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed by the laws of the State of Hawai'i, to include but is not limited to any county related rules and regulations.
4. In the event that a court declares any provision of this Agreement invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Agreement.

**BUDGET**

**Source of Funds:**

<b>General Funds</b>	<b>\$25,000.00</b>
G 19 101 H 0801 032	

<b>Special Funds ("U" Funds)</b>	<b>\$20,000.00</b>
S 19 316 H 0082 OTSP01 19 061	

<b>Total:</b>	<b>\$45,000.00</b>
---------------	--------------------

CITY COUNCIL  
CITY AND COUNTY OF HONOLULU  
HONOLULU, HAWAII  
CERTIFICATE

RESOLUTION 20-116

Introduced: 05/11/20 By: IKAIKA ANDERSON – BY REQUEST Committee: COUNCIL

Title: RESOLUTION AUTHORIZING THE DIRECTOR OF THE CITY AND COUNTY OF HONOLULU DEPARTMENT OF TRANSPORTATION SERVICES ("DTS") OR THE DIRECTOR'S DESIGNEE TO ACCEPT AND EXPEND FUNDS FROM THE HAWAII STATE DEPARTMENT OF HEALTH ("DOH") FOR COMPLETE STREETS STAFF TRAINING.

Voting Legend: \* = Aye w/Reservations

---

CC-152 MANAHAN – REFERRAL FROM COMMITTEE ON BUDGET DIRECT TO COUNCIL FLOOR.

---

05/20/20 COUNCIL

RESOLUTION 20-116 WAS ADOPTED.

9 AYES: ANDERSON, ELEFANTE, FUKUNAGA, KOBAYASHI, MANAHAN, MENOR, PINE, TSUNEYOSHI, WATERS.

---

I hereby certify that the above is a true record of action by the Council of the City and County of Honolulu on this RESOLUTION.

  
\_\_\_\_\_  
GLEN I. TAKAHASHI, CITY CLERK

  
\_\_\_\_\_  
IKAIKA ANDERSON, CHAIR AND PRESIDING OFFICER